



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento (\$126,330) and Appropriating Funds (\$156,000)

MEETING DATE: October 7, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding a contract for professional services for the Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento, in the amount of \$126,330 and appropriating funds in the amount of \$156,000 as shown below.

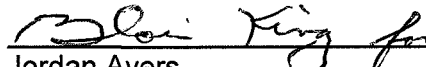
BACKGROUND INFORMATION: City Council, at its meeting of August 5, 2009, authorized staff to seek proposals for engineering and design services for the conversion of the existing grass athletic field at the Grape Bowl to an all weather surface.

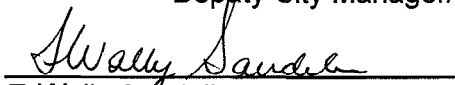
Installing an all weather surface at the Grape Bowl will greatly increase the availability of field space to the community. Most of the City's large athletic fields are also used as storm drainage basins, limiting their use during periods of wet weather. Installing an all weather synthetic turf at the Grape Bowl will allow the facility to be used year-round, even during periods of wet weather.

In August, Requests for Proposals were distributed to three firms. Two firms responded by the deadline of September 2, 2009. The two firms were Beals Alliance, of Sacramento, and Lloyd Civil and Sports Engineers, of Phoenix, Arizona. The scope of work in the Request for Proposal included the evaluation of the existing site for renovation, demolition and removal; the development of preliminary designs for City review and approval; the design of storm drainage and storm pump station improvements; the preparation of construction documents for bidding the project; and providing assistance during the bidding and construction phases of the project. Staff is recommending the award of a contract to Beals Alliance in the amount of \$126,330 and the appropriation of \$156,000 from the Park Impact Fee account to cover this contract, staff costs and allow for contingencies.

FISCAL IMPACT: Installing a synthetic turf field at the Grape Bowl with its existing amenities is less expensive than constructing a synthetic field at another location and adding the same amenities as the Grape Bowl. Several conventional grass fields would need to be constructed to equal the same recreational capacity as one synthetic turf.

FUNDING AVAILABLE: Requested Appropriation: Park Impact Fees (1217) \$156,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director


James M. Rodems
Interim Parks & Recreation Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer
FWS/WKF/pmf
cc: City Attorney
Parks Superintendent

Purchasing Officer
Parks Construction Coordinator

APPROVED: 
Blair King, City Manager

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BEALS ALLIANCE (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the engineering and design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Engineering and Design Services for Synthetic Turf Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY one full-size and reduced (11" x 17") reproducible set of the final design improvement plans, electronic file(s) for same, and other project deliverables for the Engineering and Design Services for Synthetic Turf Project, as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project, CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCEL JE RC**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may *not* be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Beals Alliance, Inc., Sport Division
William J. Beals, III
3400 Bradshaw Road, Ste. B
Sacramento, CA 95827

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: Sept 23, 2009

By 
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____

Its: _____

REVISED: September 22, 2009

Mr. F. Wally Sandelin, Public Works Director
Public Works Department, City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

SUBJECT: Lodi Grape Bowl
Proposal for Engineering and Design Services
beals alliance MKTG No.: M96-086.04

Dear Mr. Sandelin:

In response to your request, **beals** alliance, Inc. Sport Division, is pleased to submit the following revised proposal to provide athletic design services on the above mentioned project. This proposal shall remain valid for a period of thirty (30) days.

PROJECT UNDERSTANDING / HISTORY:

City of Lodi has selected **beals** alliance, inc, to coordinate and prepare construction documents and construction administration for the installation of a synthetic turf soccer/football field at the existing Lodi Grape Bowl Stadium. The City is to include the installation of synthetic turf contracted directly by the City through CMAS purchasing. The City has yet to select the manufacturer, supplier and installer for this product. In addition to the synthetic turf would be new utilities, hardscape, retaining walls, landscape and irrigation.

GENERAL PROJECT SCOPE

The project scope herein provided will be broken into four steps:

1. Phase A - Project Start-up / Schematic: **beals** alliance will assist the City in evaluation of the existing site for renovation, demolish and removal, and will provide a topographic survey plan and one detailed dimensioned plan that identifies all existing components.
2. Phase B - Design Development: **beals** alliance will include dimensioned preliminary systems designs, and will be the basis for the construction documents. The purpose is to provide the owner with a clear understanding of the specifics of construction elements.
3. Phase C - Construction Documentation: **beals** alliance will finalize the construction documents. The end product will be construction documents with Plans, Specifications and Statement of Probable Construction Costs, which will be used for bidding.
4. Phase D - Bid Assistance, Construction Services: This will consist of assistance during bid and construction.

SPECIFIC SCOPE OF SERVICES:

beals alliance proposes to provide the following services for in accordance with our above stated understanding of the project:

A. Project Start-up / Schematic

1. (1) One Kick-off meeting to introduce the project team and review the scope, program, budget, and timetable.
2. Project start-up administrative tasks will consist of the following:
 - a) Establish files and administrative procedures.
 - b) Finalize, prepare and adopt sub-consultant contracts as necessary.

- c) Prepare Master Schedule and submit to City for approval.
- d) **beals** alliance will set up and maintain an FTP site for transfer of information.
- 3. Review all data provided by City that is pertinent to the project, including existing topographic survey, site maps, as-built drawings, and pertinent historical data. (City to provide above information).
- 4. Review applicable City codes, ordinances, pertaining to the proposed project design.
- 5. Visit the site to complete a visual inventory of the existing conditions and adjacent off-site impacts.
- 6. Contract with Baumbach & Piazza, Inc. to complete a topographic survey of the specific project site.
- 7. Based on survey and topography data, input into computer and develop existing conditions base for Design Development.
- 8. Prepare a CADD base plan.
- 9. (1) One meeting with City staff to review the base plan layout and components and receive approval to proceed.

B. Design Development

- 1. Develop a Design Development Package equivalent to 50% documentation. Drawings will identify design elements for review and approval by the City consisting of;
 - a. Cover Sheet
 - b. Drainage/ Utility Plan
 - c. Grading Plan
 - d. Layout Plan
 - e. Material/ Detail Reference Plan
 - f. Draft project-specific details
 - g. Material Cut Sheets
 - h. Construction Details
 - i. Draft Specifications (MS Word)
 - j. Statement of Probable Construction Cost
- 2. Submittal preparation and coordination
- 3. In-house redline review Quality Control (QC)
- 4. Submit DD Package to City for review and approval to proceed to Construction Documentation. City will have one week to complete review.
- 5. Project Administration.

C. Construction Documentation

- 1. 90% Submittal Package
 - a. One meeting with City to review the DD Package and comments and receive approval to proceed.
 - b. One meeting with consultants to review the comments from City.
 - c. 90% Submittal Package will consist of the following
 - i. Drawings
 - 1. Cover Sheet
 - 2. Existing Conditions Plan
 - 3. Demolition Plan
 - 4. Drainage/ Utility Plan
 - 5. Grading Plan
 - 6. Layout Plan
 - 7. Material/ Detail Reference Plan
 - 8. Enlargement Plan
 - 9. Planting Plan
 - 10. Irrigation Plan
 - 11. Construction details
 - ii. Specifications (with City provided front end – MS Word)
 - d. Statement of Probable Construction Cost
 - e. Submit 90% Submittal Package to City for review and approval to proceed with Construction Documentation. City will have one week to complete review.
 - f. In-house redline and revisions
 - g. Redline and review Quality Control.
 - h. Project Administration.
- 2. 100% Submittal Package

- a. One meeting with City to review the 90% Package and comments and receive approval to proceed.
- b. 100% Submittal Package will consist of the following
 - i. Drawings
 - 1. Cover Sheet
 - 2. Existing Conditions Plan
 - 3. Demolition Plan
 - 4. Drainage / Utility Plan
 - 5. Grading Plan
 - 6. Layout Plan
 - 7. Material/ Detail Reference Plan
 - 8. Enlargement Plan
 - 9. Planting Plan
 - 10. Irrigation Plan
 - 11. Construction details
 - ii. Specifications (with City provided front end – MS Word)
- c. Statement of Probable Construction Cost
- d. Submit stamped Bid Submittal (100%) Package to City prior to bidding.
- e. Project Administration.

D. Bid Assistance, Construction Administration

Bid services are as follows for the construction project:

- 1. Bidding Administration
 - a. Contact potential bidders.
 - b. Coordinate bidding efforts with City.
 - c. (1) One site walk and pre-bid meeting, if required.
 - d. Coordinate and respond to contractor questions.
 - e. Prepare addenda, if requested.
 - f. Attend bid opening.
 - g. Assist the City in contractor selection, if requested.

Construction services are as follows for the construction project:

- 2. Construction Services:
 - a. Attend one (1) construction kick-off meeting. Meeting agenda and minutes will be provided.
 - b. Facilitate up to ten (10) weekly site meetings. Meeting agenda and minutes will be provided.
 - c. Process and coordinate submittals and shop drawings
 - d. Respond to questions, RFI responses, clarifications, substitution requests and draft Change Orders if necessary.
 - e. Attend substantial completion walk-through and generate punch list.
 - f. Final site walk with Contractor and owner to accept project. Meeting minutes will be provided.
 - g. Review as-built plans.
 - h. Review warranties
 - i. Project Closeout.
 - i. Review record drawings
 - ii. Final walk through and punch list
 - iii. Review warranties and M&O documentation
 - iv. Letter to City recommending file Notice of Completion.

DELIVERABLES

The following will be provided to City by phase:

- 1. Project Start-up / Schematic
 - a. Meeting Agendas
 - b. One (1) site specific topographic survey
 - c. One (1) Schematic plan on bond
- 2. Design Development
 - a. DD Submittal Package
 - i. Four (4) sets Design Development plans on bond
 - ii. Four (4) sets of Design Development Manuals to be bound
 - b. Meeting Agenda & Report

3. Construction Documentation
 - a. 90% Submittal Package
 - i. Four (4) sets of 90% Construction Drawings on bond
 - ii. Four (4) sets of 90% Specifications to be bound
 - iii. One (1) copy of the Statement of Probable Costs
 - b. 100% Submittal Package
 - i. Two (2) sets of 100% Construction Drawings on bond
 - ii. Two (2) sets of Division Two specifications to be bound
 - iii. One (1) copy of the Statement of Probable Costs
 - iv. One (1) copy of the 100% submittal package on CD
 - c. Meeting Agendas & Reports
4. Bid Assistance, Construction **Services**
 - a. Pre-bid site walk, meeting minutes
 - b. Addenda (If required)
 - c. Pre-construction, meeting report
 - d. Process RFI, submittal, and shop drawing responses
 - e. Construction Meeting Agendas and Minutes
 - f. Substantial completion punch list
 - g. Final completion punch list

CLIENTS RESPONSIBILITIES

In order to complete the items described in the Scope of Services above, we will need City to provide the following information:

1. Guidelines and Requirements
 - a. Applicable City, City/County codes, ordinances, and policies.
2. Project and Site Information
 - a. Any available construction or record drawings of the currently under construction stadium area and all known utilities and drainage systems for the campus.
 - b. Geotechnical investigation report.
 - c. Other pertinent data including water source, controller location, connection locations for water, sewer, and storm drains, site grading, and any specific owner requests regarding design and maintenance.
3. Bidding
 - a. Advertisement *for* bidding
 - b. Sending out plans to contractors

PROJECT TIMELINE

beals alliance proposes the following project timelines:

Project Start-up, Survey, & Schematic:	October, 2009
Design Development:	November, 2009
Construction Documentation:	January 2010 – 90% Submittal
	February 2010 – 100% Submittal
Bid:	March, 2010
Construction Services:	Start in April 2010

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 1. Meetings other than those listed
 2. Presentation to Public Bodies other than those listed
 3. Work outside the identified project area
 4. Environmental (i.e. CEQA or EIR) Studies
 5. Work within the public right-of-way
 6. Testing & Inspection Services during Construction

7. Division of State Architecture
 8. Electrical
 9. Structures pertaining to the project improvements other than those listed.
6. Services will be diligently pursued and every reasonable effort **will** be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of Client, his consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

We propose the following fee schedule for the services outlined in the Scope of Work:

A - Project Start-up / Schematic	\$24,660
B - Design Development:	\$23,700
C - Construction Documentation:	\$48,090
<u>D - Construction Services:</u>	<u>\$ 29,880</u>
TOTAL FEE:	\$126,330

1. **REIMBURSABLE EXPENSES:** **beals alliance** will be entitled to bill reimbursable expenses in addition to the direct labor fixed fees as noted on the attached Charge Rate Schedule.
2. **ADDITIONAL SERVICES:** Fees for services outside the scope shown in this proposal will be in addition to the direct labor costs. These may be completed on a time and material basis or negotiated fixed fee at the choice of the City.
3. **PROJECT DELAY AND RESTART:** The fees noted above are based on the project schedule contained in the proposal. Should the client delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than 90 consecutive days, a project re-start fee will apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date upon full payment. The Landscape Architect shall be entitled to compensation up to and including said termination date. Copyright of all work shall remain the property of **beals alliance**.

REGISTRATION

beals alliance is licensed under William J. Beals III, Landscape Architect to practice in the State of California. Landscape Architects are regulated by the California Board of Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at:

Landscape Architects Program
 2420 Del Paso Road, Suite 105
 Sacramento, CA 95834
 T (916) 575-7230 / F (916) 575-7285

BILLINGS AND PAYMENT

Invoices will be sent by the 10th of the month for the percentage of work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services. Payment is due and payable within 30 days of the statement date.

If this proposal meets with the approval of the City, please sign and return the original to our office or issue a purchase order that reflects the contents of this proposal. The Purchase Order shall be issued to **beals** alliance, Inc.

Sincerely,
Beals Alliance

A handwritten signature in dark ink, appearing to read 'WJ Beals III', with a large, stylized flourish at the end.

William J. Beals, III
Principal/CEO

PROPOSAL APPROVED BY:

Mr. F. Wally Sandelin, Public Works Director
Public Works Department
City of Lodi

Date: _____

cc: Tony Wood, beals sport
Chris Sullivan, beals sport

Enclosure: 2009 Charge Rate Schedule

Beals Alliance, Inc.
CHARGE RATE SCHEDULE
Effective until December 31, 2009

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

CONSULTING RATES

Expert Witness - Principal	\$500.00 per hour
Research/ Evaluation - Principal	\$300.00 per hour

PROJECT RATES

Managing Principal	\$250.00 per hour
Principal	\$150.00 per hour
Project Manager, Construction Manager, Civil Engineer	
Level II	\$135.00 per hour
Level I	\$120.00 per hour
Construction Administrator, Systems Administrator, AutoCAD Manager	\$120.00 per hour
Job Captain II	\$110.00 per hour
Job Captain I, Engineer-In-Training, Production Administrator	\$100.00 per hour
Draftsperson Level II	\$ 90.00 per hour
Draftsperson Level I	\$ 80.00 per hour
Project Administrator	\$ 70.00 per hour
Intern	\$60.00 per hour

REIMBURSABLE RATES

Blueprints, Printing and Reproductions	cost plus 10%
Transportation	Current IRS Rate
Sub Consultant Services	cost plus 10%

REIMBURSABLE EXPENSES

Blueprints and Reproductions	Permit Fees
Photography	Courier Delivery Service
Models and Renderings	Postage/ Overnight Mail Service

RESOLUTION NO. 2009-133

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR PROFESSIONAL SERVICES FOR GRAPE BOWL
ALL WEATHER SURFACE PROJECT, AUTHORIZING CITY
MANAGER TO EXECUTE THE CONTRACT, AND FURTHER
APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on September 2, 2009, for Professional Services for Grape Bowl All Weather Surface Project, described in the specifications therefore approved by the City Council on August 5, 2009; and

WHEREAS, said proposals have been compared, checked, tabulated, and evaluated by an evaluation committee and a report thereof filed with the City Manager as follows:

<u>Proposer</u>	<u>Rank</u>
Beals Alliance	1
Lloyd Civil and Sports Engineers	2

WHEREAS, staff recommends awarding the contract for the Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Professional Services for Grape Bowl All Weather Surface Project to Beals Alliance, of Sacramento, California, in the amount of \$126,330; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$156,000 be appropriated from Park Impact Fees.

Dated: October 7, 2009

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I hereby certify that Resolution No. 2009-133 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 7, 2009, by the following vote:

AYES: COUNCIL MEMBERS –Johnson, Katzakian, and Mayor Hansen

NOES: COUNCIL MEMBERS – Mounce

ABSENT: COUNCIL MEMBERS – Hitchcock

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk